


This Instrument Prepared By:
Matthew W. Barnes
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203

Return to:
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203
Attention: Matthew W. Barnes


20150413000116900 1/17 \$62.00
Shelby Cnty Judge of Probate, AL
04/13/2015 09:57:09 AM FILED/CERT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

**FIRST AMENDMENT OF SITE DESIGNATION SUPPLEMENT TO MASTER LEASE
AND SUBLEASE AGREEMENT**

This FIRST AMENDMENT OF SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT (this "Amendment") is made this 17th day of December, 2014, by and between STC FIVE LLC, a Delaware limited liability company ("Lessor"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("Lessee"), and SPRINT SPECTRUM L.P., a Delaware limited partnership ("Sprint Collocator").

RECITALS

WHEREAS, reference is hereby made to that certain Master Lease and Sublease Agreement dated May 26, 2005 (the "Agreement") by and among Lessor, Lessee, Sprint Collocator and Global Parent (as defined in the Agreement); and

WHEREAS, the parties desire that the terms and conditions of the Agreement shall govern the relationship of the parties under this Amendment; and

WHEREAS, Lessor is the owner of a leasehold estate or other interest in and to certain real property located in Jefferson County, Alabama (the "Site") under that certain Amended and Restated PCS Site Agreement dated December 17, 2014, by and between Lessor and National Bakery Industrial Owner, LLC, a Delaware limited liability company (the "Ground Lease"), a memorandum of which is recorded in Book LR201510, Page 8887 in the Office of the Judge of Probate of Jefferson County, Alabama; and

WHEREAS, pursuant to and subject to the terms, conditions, and reservations in the Agreement, Lessor has subleased or otherwise made the Site available to Lessee, and in connection therewith, a Site Designation Supplement to Master Lease and Sublease Agreement (the "Supplement") was erroneously recorded on June 10, 2005 as Instrument No.

20050610000283050 in the Office of the Judge of Probate of Shelby County, Alabama (the "Shelby Official Records"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, Lessor and Lessee desire to record this Amendment in the appropriate County to give record notice thereof; and

WHEREAS, pursuant to the terms, conditions, and reservations in the Agreement, Lessor has subleased or otherwise made such expanded Site available to Lessee, and Lessor and Lessee wish to modify the description of the Site as contained in the Supplement accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

OPERATIVE PROVISIONS

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.

2. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement. The parties agree that the terms and conditions of the Agreement shall govern the relationship of the parties under this Amendment and the Agreement is incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the Agreement and this Amendment, the terms of the Amendment shall govern and control.

3. This Amendment corrects the erroneous recording of the Supplement in the Shelby Official Records.

4. The legal description of the Site as is identified in Exhibit A attached hereto and incorporated herein by this reference.

5. The Term of the Lease and Sublease as to the Leased Property of the Site pursuant to the Agreement and this Amendment shall terminate or expire upon the termination or expiration of the Ground Lease, which currently expires on August 1, 2016, with a right of extension granted to Lessor through August 1, 2021.

6. Notwithstanding the foregoing, any rights of Lessor, Lessee or Sprint Collocator are subject to and contingent upon the rights granted to Lessor under the Ground Lease. Without limiting the foregoing, any termination of the Ground Lease shall be deemed to be a termination of the rights of Lessor, Lessee and Sprint Collocator with respect to the Site.

7. The parties consent to the recording of this Amendment in the public records of the county in which the Site is situated, and agree that this Amendment shall be executed in recordable form.

8. Except as expressly set forth above, the remainder of the Supplement shall remain unmodified.

9. This Amendment may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

Lessor:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney in Fact

By: 

Name: John P. Landry

Its: District Manager

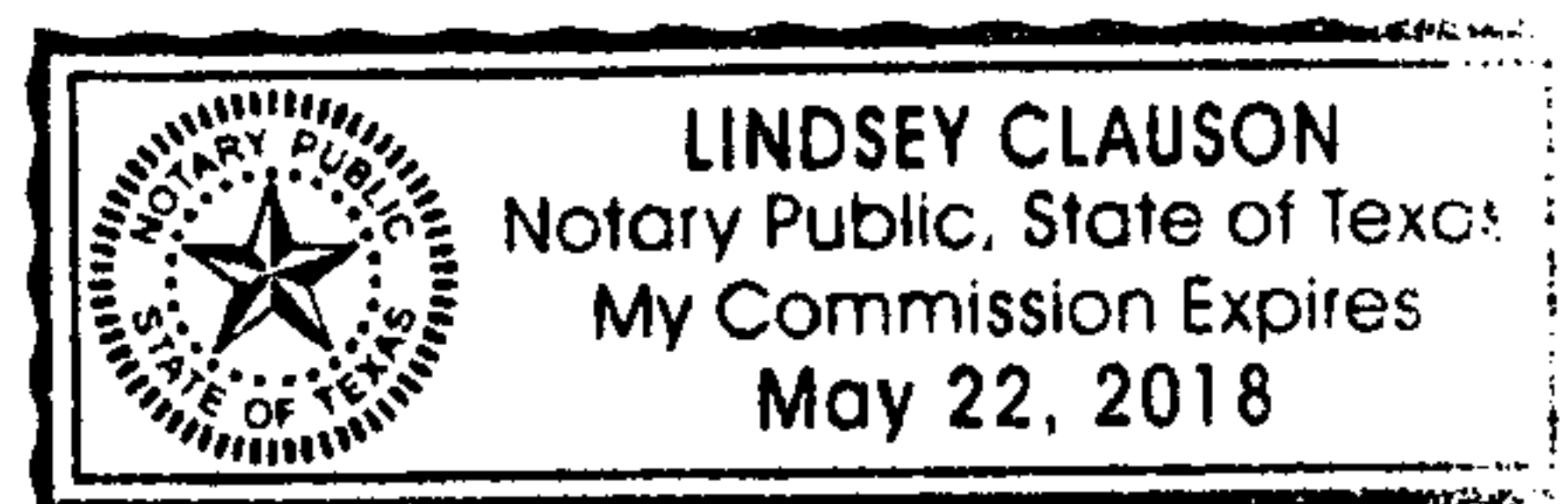
STATE OF Texas

COUNTY OF Harris

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, John Landry, whose name as District Manager of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public



Lessee:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company,

By: [Signature]
Name: John P. Landry
Its: District Manager

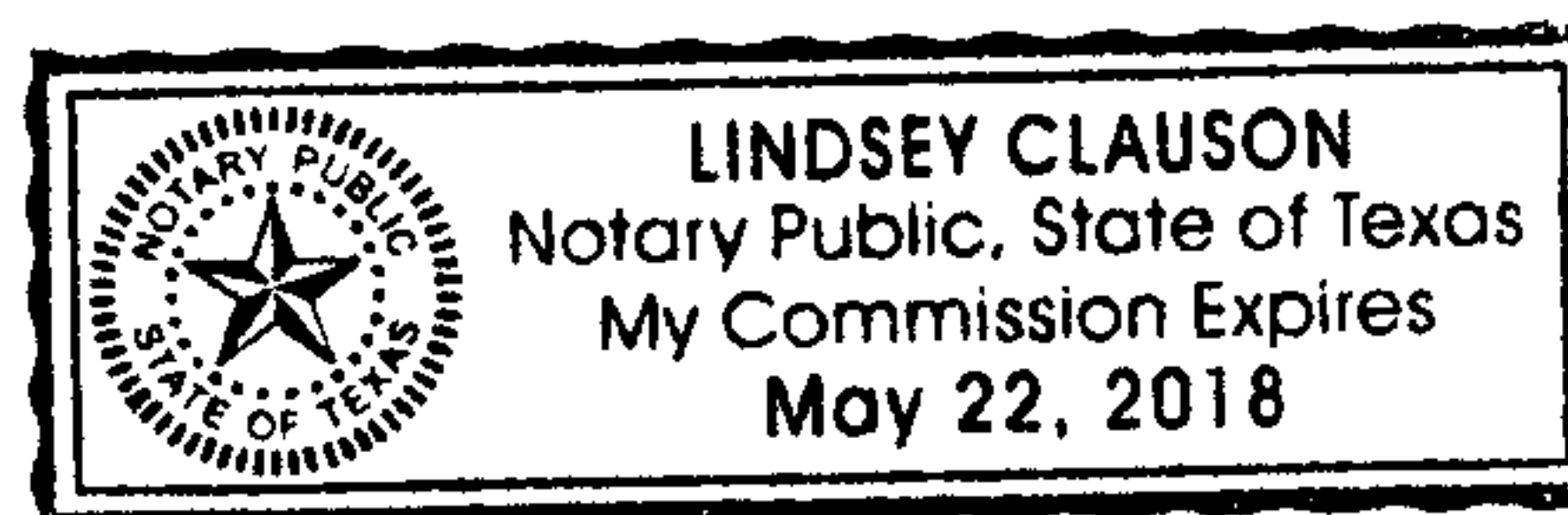
STATE OF Texas

COUNTY OF Harris

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, John Landry, whose name as District Manager of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

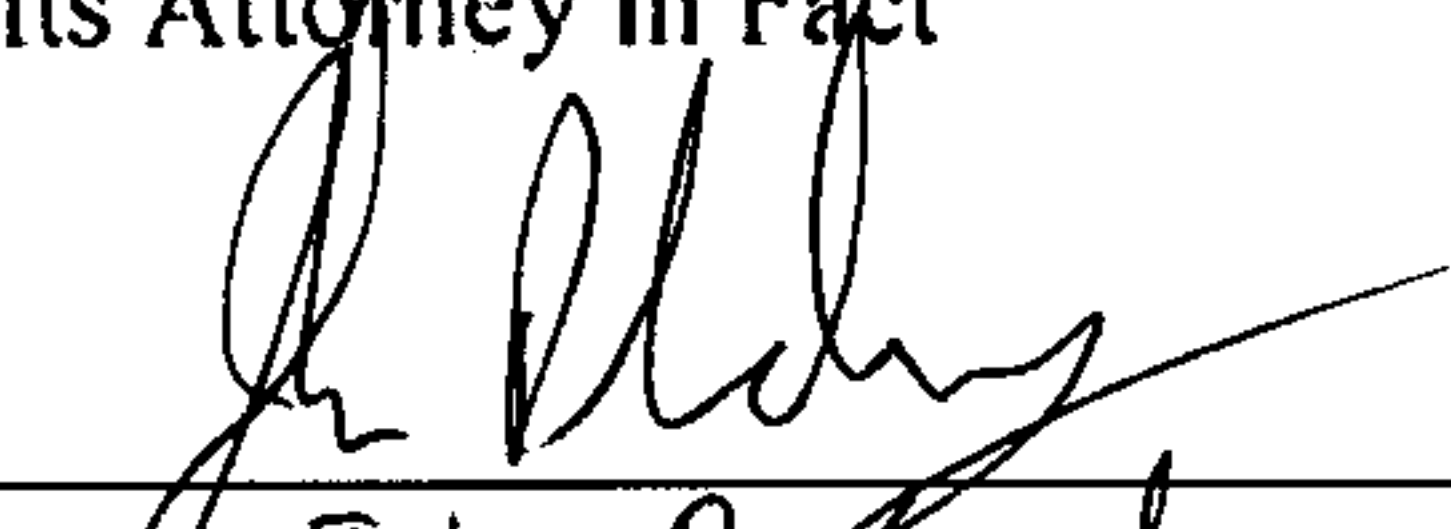
Lindsey Clauson
Notary Public



Sprint Collocator:

SPRINT SPECTRUM L.P.,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney in Fact

By: 
Name: John P Landry
Its: District Manager

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, John Landry, whose name as District Manager of GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, as Attorney in Fact of SPRINT SPECTRUM L.P., a Delaware limited liability company, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, ~~he~~she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

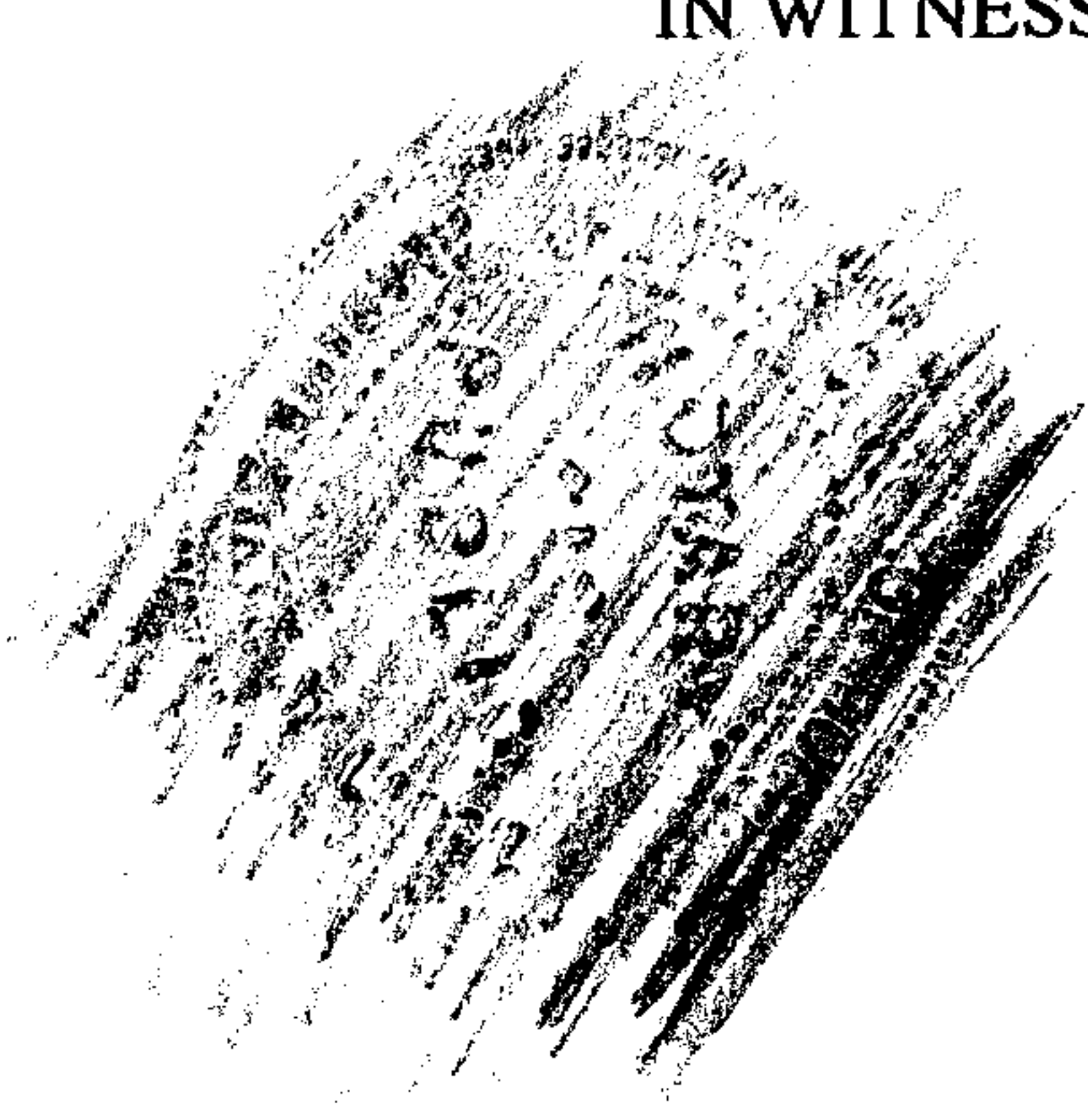



Notary Public
Commission expires: 4/4/2017

EXHIBIT A

Site Description

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 35, Township 17 South, Range 3 West, City of Birmingham, Jefferson County, Alabama, being more particularly described as follows:

Commence at the intersection of the north right-of-way of First Avenue South and the east right-of-way line of Thirteenth Street South, City of Birmingham thence run North 29°57'28" West for a distance of 100.10 feet to a point of said west right-of-way of Thirteenth Street South, said point also being the Point of Beginning of the herein described parcel thence leaving said right-of-way run South 60°02'32" for a distance of 50.00 feet to a point, thence run North 29°57'28" West for a distance of 50.00 feet to a point; thence run North 60°02'32" East for a distance of 50.00 feet to a point on the East right-of-way of Thirteenth Street South; thence run South 29°57'28" East along said- right-of-way line for a distance of 50.00 feet to the point of beginning. Said parcel contains .057 acres.




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EXHIBIT B

[To be attached]

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SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT

THIS SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT (this "*Supplement*"), made as of the Conversion Closing Date (as defined below), by and among, STC FIVE LLC, a Delaware limited liability company ("*Lessor*"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("*Lessee*"), and SPRINT SPECTRUM L.P., a Delaware limited partnership ("*Sprint Collocator*").

WITNESSETH:

WHEREAS, reference is hereby made to that certain Master Lease and Sublease Agreement, dated May 26, 2005 (the "*Agreement*"), by and among Lessor, Lessee, and Global Parent (as defined in the Agreement);

WHEREAS, the parties desire that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement; and

WHEREAS, Lessor is the owner of a leasehold estate or other interest in and to certain real property as more particularly described on Exhibit A attached hereto and incorporated herein by reference and improvements (including a telecommunications tower) located thereon (the "*Site*").

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledge by the parties hereto, the parties hereby agree as follows:

1. *Agreement and Defined Terms.*

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement. The parties agree that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement and the Agreement is incorporated herein by reference. In the event of a conflict or inconsistency between the

Prepared By: Sidley Austin Brown & Wood, 10 S. Dearborn St., Chicago, IL 60601
BURNETT (AL) - (0299)(BI03XC005)(3016236)(10622637)

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Shelby Cnty Judge of Probate, AL
04/13/2015 09:57:09 AM FILED/CERT

terms of the Agreement and this Supplement, the terms of the Agreement shall govern and control.

2. *Demise.*

Pursuant to and subject to the terms, conditions and reservations in the Agreement, Lessor hereby subleases or otherwise makes available to Lessee, and Lessee hereby subleases and accepts from Sublessor, the Leased Property of the Site. Such Leased Property consists of, among other things, the interest of Lessor in the Land related to the Site, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and the Tower located on the Land.

3. *Sprint Collocation Space.*

The Sprint Collocator has leased back from Lessee pursuant to the Agreement the Sprint Collocation Space on the Site as more particularly defined and described in the Agreement.

4. *Term.*

The Term of the lease and sublease as to the Leased Property of the Site pursuant to the Agreement and this Supplement shall commence on May 26, 2005 (the "*Conversion Closing Date*") and shall terminate or expire on the Site Expiration Date as determined in accordance with the Agreement, but in no event later than May 25, 2037 which is the Site Expiration Outside Date.

5. *Rent.*

Lessee shall pay to Lessor the Rent in accordance with Section 11 of the Agreement.

6. *Leaseback Charge.*


Each Sprint Collocator is obligated to pay to Lessee the Sprint Collocation Charge in accordance with Section 11 of the Agreement.

7. *Purchase Option.*

Lessee shall have an option to purchase the right, title and interest of Lessor in the Site in accordance with Section 36 of the Agreement.

8. *Notice.*

All notices hereunder shall be deemed validly given if given in accordance with the Agreement.


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9. *Governing Law.*

This Supplement shall be governed by and construed in accordance with the laws of the State of New York.

10. *Modifications.*

This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Remainder of Page Intentionally Left Blank]


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IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first set forth above.

LESSOR:

STC FIVE LLC,
a Delaware limited liability company

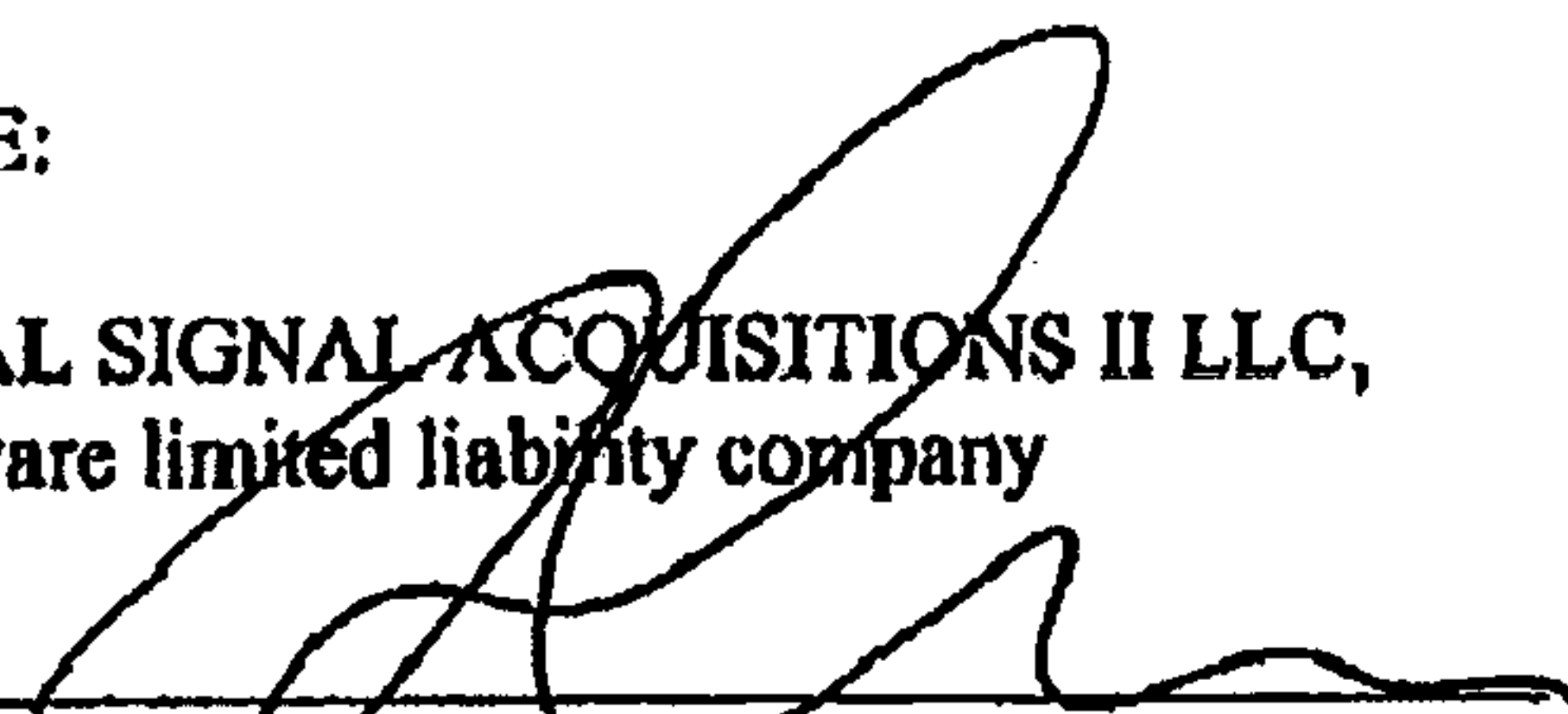
By: 

Name: John F. Buchert

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company


By: 

Name: John Cacomanolis
Senior Counsel

Title: _____

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: 

Name: John F. Buchert

Title: Assistant Secretary

BURNETT (AL) - (0299)(BI03XC005)(3016236)(10622637)

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LESSOR BLOCK

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06/10/2005 11:22:17AM FILED/CERT

STATE OF New York)
COUNTY OF New York) ss.

On 5/23 /2005, before me, the undersigned, personally appeared John F. Buchert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 5/23 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John F. Buchert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires:

MAURICE I. MICHAANE
NOTARY PUBLIC, State of New York
No. 01M18101194
Qualified in New York County
Commission Expires Nov. 10, 2007

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LESSEE BLOCK

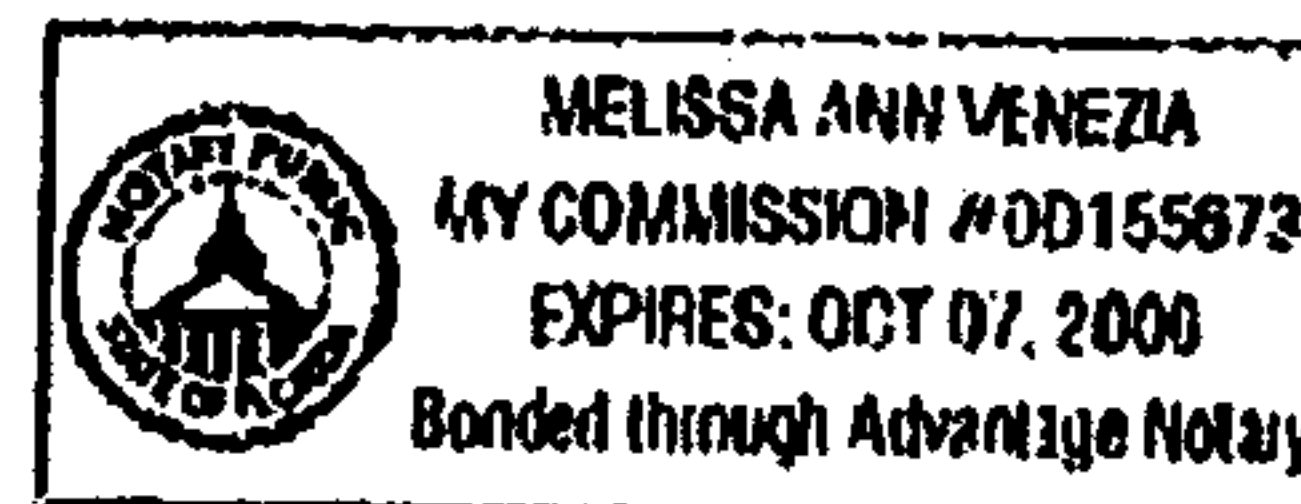
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of May, 2005 by John Caramanalis, member (or agent) on behalf of Global Signal Acquisitions II LLC, a limited liability company. He/she is personally known to me or has produced _____ as identification. _____.

Signature: Melissa Ann Venezia

Name (printed, typed or stamped): _____



BURNETT (AL) - (0299)(BI03XC005)(3016236)(10622637)

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SPRINT COLLOCATOR BLOCK

STATE OF New York)
COUNTY OF New York) ss.

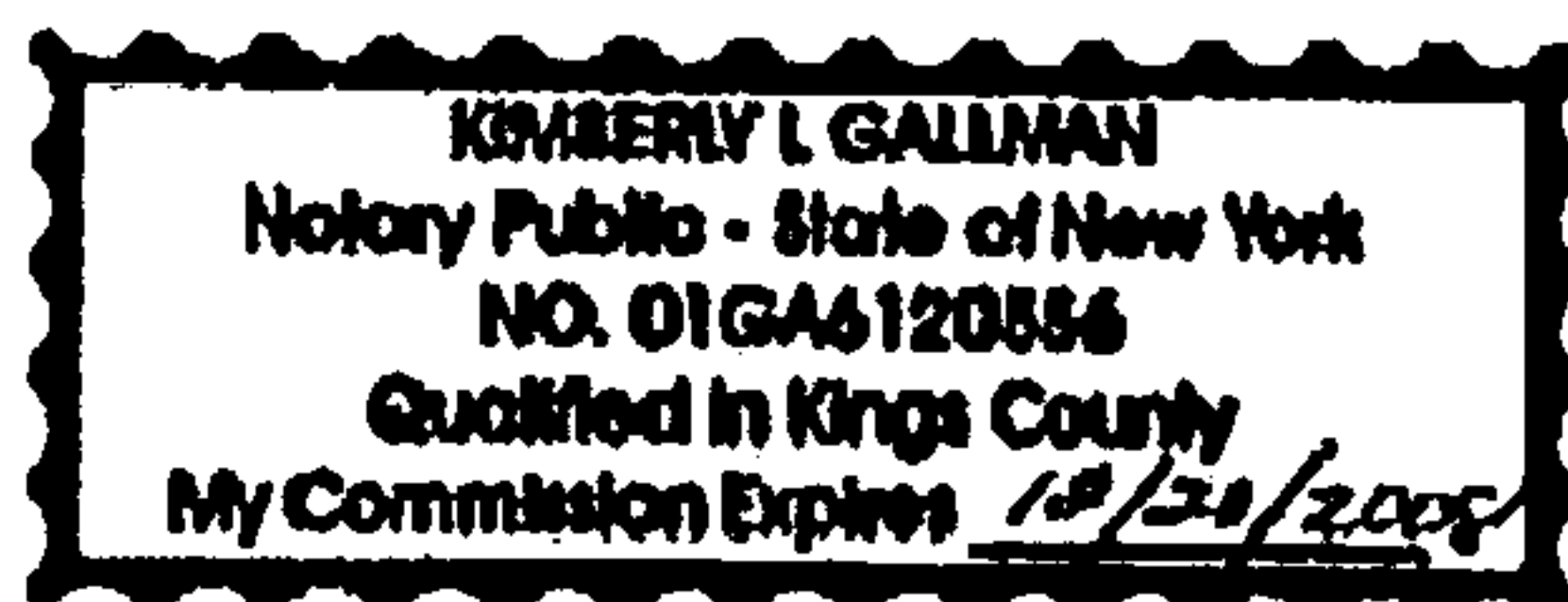
On 5 / 23 /2005, before me, the undersigned, personally appeared
John F. Buchert, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY
statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument
was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of
acknowledgment and supercedes the foregoing acknowledgment:

On 5 / 23 /2005, before me, the undersigned, a Notary Public in and for said State,
personally appeared John F. Buchert, personally
known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that
he / she / they executed the same in his / her / their capacity(ies), and that by his / her /
their signature(s) on the instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.

Witness my hand and official seal.

Kimberly L. Gallman
Notary Public
My commission expires:



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04/13/2015 09:57:09 AM FILED/CERT



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08/10/2008 11:22:17AM FILED/CERT

Schedule 1 (one)

Connection Number 10622637

A lease by and between Interstate Brands Corporation, a Delaware corporation, as lessor ("Lessor"), and Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 5/14/1997, in Book 9705, Page 9305, affecting land described in attached legal description.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]



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06/10/2006 11:22:17AM FILED/CERT

Exhibit A

Legal Description A Leasehold Estate, said lease area being a portion of the following described parent parcel:

A portion of Block 248, Elyton Land Company's Survey of Birmingham, nor recorded and not available for recordation, and situated in the SE 1/4 of the SE 1/4 of Section 35, Township 17 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the intersection of the Southwesterly Right-of-Way line of the 13th Street and the Northwest Right-of-Way of the 1st Avenue South; thence in a Southwesterly direction along the Northwest Right-of-Way line of said 1st Avenue South a distance of 400.00 feet to the intersection of said right-of-way line and the Northeast Right-of-Way line of 12th Street; thence $89^{\circ}57'47''$ to the right in a Northwesterly direction along the Northeast Right-of-Way line of said 12th Street a distance of 360.92 feet to a cut cross at the intersection of said right-of-way line and the Southeast Right-of-Way line of a CSX Railroad, said point being on a curve to the right having a radius of 2814.93 feet and a central angle of $4^{\circ}23'40''$; thence $73^{\circ}19'50''$ to the right (Angle Measure to Tangent) in a Northeasterly direction along said CSX Railroad Right-of-Way line and along the arc of said curve a distance of 215.89 feet to a set rebar at the P.T. (Point of Tangent) of said curve, said point being the intersection of said right-of-way line and the Southeast Right-of-Way line of a Southern Railway System Railroad; thence $12^{\circ}18'43''$ to the right (Angel Measured to Tangent) in a Northeasterly direction along said Southern Railway System Right-of-Way line a distance of 191.27 feet to a cut cross at the intersection of said right-of-way line and the Southwest Right-of-Way line of 13th Street; thence $89^{\circ}59'57''$ to the right in a Southeasterly direction along said 13th Street Right-of-Way line a distance of 415.00 feet to the Point of Beginning.

Containing 160, 701 square feet or 3,689 acres.

Tax ID: 22-354-015-001-001-RR

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622637

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